

Decision

Dispute Codes: CNC, FF

Introduction

This hearing dealt with an application from the tenants for cancellation of the landlord's 1 month notice to end tenancy for cause, in addition to recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the tenants are entitled to either or both of the above under the Act

Background and Evidence

There is no written residential tenancy agreement in place for this month-to-month tenancy which began on June 15, 2008. Rent in the amount of \$1,200.00 is payable in advance on the first day of each month. A security deposit of \$600.00 was collected on or about June 15, 2008.

Arising from concerns raised by other residents in the side-by-side duplex, the landlord served a 1 month notice to end tenancy for cause dated December 1, 2009. A copy of the notice was submitted into evidence. Reasons shown on the notice for its issuance are as follows:

Tenant has allowed an unreasonable number of occupants in the unit / site

Tenant or a person permitted on the property by the tenant has:

significantly interfered with or unreasonably disturbed another occupant or the landlord

seriously jeopardized the health or safety or lawful right of another occupant or the landlord

Tenant has assigned or sublet the rental unit / site without landlord's written consent

During the hearing the parties acknowledged the mutual benefits of ending the tenancy and, in this regard, they undertook to achieve a resolution.

Analysis

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

- that the tenants will vacate the unit by no later than *1:00 p.m. on Wednesday, March 31, 2010*, and that an *order of possession* will be issued in favour of the landlord to that effect.
- that should the tenants find suitable alternate accommodation prior to April 1, 2010, the landlord would i) be agreeable to receiving written notice to end the tenancy which is shorter than the notice required pursuant to the Act, and the landlord would ii) not apply for a monetary order claiming loss of rental income on the basis of insufficient notice.

As the parties negotiated a mutually agreeable settlement of the dispute between them, I find the tenants are entitled to recover half the \$50.00 filing fee. Accordingly, I order that the tenants may withhold \$25.00 from the next regular payment of monthly rent.

In the meantime, the attention of the parties is drawn to the following sections of the Act:

Section 35: Condition inspection: end of tenancy

Section 36: Consequences for tenant and landlord if report requirements not met

Section 37: Leaving the rental unit at the end of a tenancy

Section 38: Return of security deposit and pet damage deposit

The full text of the Act can be accessed via the website: www.rto.gov.bc.ca/

Conclusion

Pursuant to all of the above, I hereby issue an order of possession in favour of the landlord effective not later than **1:00 p.m., Wednesday, March 31, 2010**. This order must be served on the tenants. Should the tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I hereby order that the tenants may withhold **\$25.00** from the next regular payment of monthly rent as the means for recovering half the filing fee.

DATE: January 15, 2010

Dispute Resolution Officer